



Winston F. McColl  
Director

**County of San Diego**  
**Department of Purchasing and Contracting**  
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500  
FAX (858) 715-6452

June 6, 2011

**REQUEST FOR BIDS (RFB) NO. 5074**  
**COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS**  
**TRANSLATION SERVICES PROGRAM**

The County of San Diego is seeking bids from qualified firms to provide translation services to the Registrar of Voters. Contractor shall translate official ballot text, sample ballot pamphlet text and other election-related materials into Filipino, Spanish and Vietnamese languages. The Contractor shall also provide typesetting, GEMS interfacing and quality assurance services.

The initial contract term will be for a period of one and one half (1½) years (January 1, 2012 to June 30, 2013) with two one-year options, through June 30, 2015. The estimated annual contract value is approximately \$175,000 to \$225,000 for each year of the contract and each option year.

This RFB package includes:

Transmittal Letter to Release RFB #5047

- Section A – Cover Page (P&C 600 Form) - Requests necessary Offeror information and includes the Offeror's signed authorization for the bid
- Representations and Certifications Form - Requests additional Offeror information related to 501(c)(3) status, affirmative action and pricing
- Contract Conflict Certification
- California Revenue and Taxation Code Section 18662
- Section B – Instructions for Completing and Submitting and Pre-Award Survey Requirements
- Section C – Standard Terms and Conditions
  - Exhibit A – Statement of Work
  - Exhibit B – Insurance Requirements
  - Exhibit C – Pricing Schedules (to be attached at time of award)
    - Attachment A – Glossary of Election Terms
    - Attachment B – Sample Other Election-Related Materials
    - Attachment C – San Diego County Demographic Data 2005-2009
    - Attachment D – Sample Translation Invoice Breakdown
    - Attachment E – Translation & Proofing Schedule

**PRE-BID CONFERENCE**

There will be no pre-bid conference. Questions regarding the process will be addressed. Requests for clarification related to definition or interpretation of this RFB shall be made in writing and submitted via e-mail to [tracy.hudson@sdcounty.ca.gov](mailto:tracy.hudson@sdcounty.ca.gov). Oral explanations or instructions shall not be considered binding on behalf of the County.

**BID DUE DATE**

Submit a completed hardcopy of RFB, Section A, to the County of San Diego, Department of Purchasing and Contracting at the address stated in the letterhead above in a sealed envelope or package prior to 11:00 AM local time on July 26, 2011, at which time bids will be open publicly. Clearly mark the exterior of the envelope or package with

“RFB 5074” and the name and address of the Offeror. If delivering your bid on the due date, plan to arrive early, as parking may be limited.

**Late submissions cannot be considered** unless they are the only ones received or there was mishandling on the part of County of San Diego, Department Purchasing and Contracting staff.

## QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFB shall be requested in writing prior to **June 20, 2011 at 5:00 PM**. Questions **MUST** be submitted in writing via e-mail to [tracy.hudson@sdcounty.ca.gov](mailto:tracy.hudson@sdcounty.ca.gov). No questions will be accepted via telephone. An addendum will be issued in response to questions, which will only be available by downloading from BuyNet.

This solicitation is available for download from the County’s internet site at [www.sdcounty.ca.gov](http://www.sdcounty.ca.gov). Under “Quick Links A-Z Services” – Select “BuyNet.” If already registered select:

- Select “View/Respond to Solicitations”
- Select the RFB Number to access the files
- If not yet registered, please follow the instructions and register under **UNSPSC code 821100.00**.

It is the Offeror's responsibility to check for addenda on the web site. The County cannot notify those who download solicitation documents from the web site of changes or addenda. The master copy of the bid documents offered for electronic download shall be considered the original. If you are unable to download this document, you may contact Contract Clerical Support at (858) 537-2505 and a hard copy will be mailed to you.

This RFB does not commit the County of San Diego to award a contract or to pay any costs incurred in the preparation of the bid. The County of San Diego reserves the right to cancel this solicitation, in part or in its entirety, should this be in the best interest of the County.

## AWARD

Award will be made by the county Department of Purchasing and Contracting to the lowest, responsive, responsible bidder based on the total price for the entire contract term January 1, 2012 through June 30, 2015. Unbalanced bidding will be cause for the entire bid to be rejected.

The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, including but not limited to experience, references, past performance, certification, and the submission of documentation as requested in the Pre-Award Survey (Section B, Paragraph C. 6.). The determination of the County as to the bidder’s prospective ability to perform the contract shall be conclusive.

If you have any questions or comments regarding this solicitation, please contact Tracy Hudson, Contracting Officer via e-mail at the address listed above.

*T. M. Hudson for*

WINSTON F. McCOLL, Director  
Department of Purchasing and Contracting

WFM:TMH

**COUNTY OF SAN DIEGO REQUEST FOR BIDS**  
**THIS IS NOT AN ORDER**

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING & CONTRACTING  
COUNTY OF SAN DIEGO, RFB No. 5074  
10089 WILLOW CREEK ROAD, SUITE 150  
SAN DIEGO, CA 92131

FOR INFORMATION, PLEASE E-MAIL  
TRACY HUDSON AT [TRACY.HUDSON@SDCOUNTY.CA.GOV](mailto:TRACY.HUDSON@SDCOUNTY.CA.GOV)

**BID OPENING DATE:**

JULY 26, 2011, 11:00 AM LOCAL TIME

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,  
RESPONSIBLE BIDDER BASED ON:

☐ ALL OR NONE

☐ EACH LOT

☒ TOTAL PRICE

☐ EACH ITEM

☐ OTHER (SEE PRICE PAGE)

RFB 5074 must be received at the above address before  
11:00 AM on July 26, 2011

PLEASE STATE YOUR LOWEST PRICE

F.O.B. DESTINATION AND BRAND NAME

OR TRADE NAME IF APPLICABLE.

**UNSPSC COMMODITY CODE: 821100.00**

(PLEASE USE TYPEWRITER OR BLACK INK)

**YOUR ENVELOPE MUST INCLUDE RFB NO. 5074**

**DESCRIPTION**

The County of San Diego is seeking bids from qualified firms to provide translation services to the Registrar of Voters. Contractor shall translate official ballot text, sample ballot pamphlet text and other election-related materials into Filipino, Spanish and Vietnamese languages. The Contractor shall also provide typesetting, GEMS interfacing and quality assurance services.

**CONTRACT PERIOD AND ESTIMATED ANNUAL FUNDING**

The initial contract term will be for a period of one and one half (1½) years (January 1, 2012 to June 30, 2013) with two one-year options, through June 30, 2015. The estimated annual contract value is approximately \$175,000 to \$225,000 for each year of the contract and each option year.

**PRE-BID CONFERENCE**

There will be no pre-bid conference. Questions regarding the process will be addressed. Requests for clarification related to definition or interpretation of this RFB shall be made in writing and submitted via e-mail to [tracy.hudson@sdcounty.ca.gov](mailto:tracy.hudson@sdcounty.ca.gov). Oral explanations or instructions shall not be considered binding on behalf of the County.

**TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW**

Offeror hereby acknowledges receipt of the RFB and Addenda Number 1 through [ ].

**OFFEROR INFORMATION:**

Firm Name:

Street:

City/State/Zip:

Phone No: ( )

Fax No: ( )

E-mail Address:

Contact Person (If other than above):

Name:

Title:

E-Mail Address:

**AUTHORIZATION FOR OFFER (Must be signed):**

By:

Signature

Offer Date

Name:

Title:

Phone No: ( )

FAX: ( )

**SUBMIT THIS COMPLETED FORM AS THE COVER PAGE OF THE BID**

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**REPRESENTATIONS AND CERTIFICATIONS**

County of San Diego  
Department of Purchasing and Contracting

**REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

**1. NOT-FOR-PROFIT ORGANIZATIONS**

Attach proof of status and omit Paragraph 3.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors

List of for-profit  
entity(ies): \_\_\_\_\_

If more than 1, attach a separate sheet listing them all.

**3. BUSINESS REPRESENTATION**

**3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE**

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

**3.2. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE**

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by (Government Agency): \_\_\_\_\_

Certification #: \_\_\_\_\_

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

**5. CERTIFICATE OF CURRENT COST OR PRICING**

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

**SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER**

DPC 201 (10-20-10)

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**CONTRACT CONFLICT CERTIFICATION**

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THE FOLLOWING CONTRACT CONFLICT CERTIFICATION IS TO BE COMPLETED, SIGNED AND RETURNED AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER. FAILURE TO COMPLY MAY RESULT IN YOUR SUBMITTAL OR YOUR OFFER BEING REJECTED.

**Please attach your disclosure(s) to this certification for the following three items. If you have no disclosures please write "NONE" above the below signature block.**

1. The name, contract number, and short description of all Contracts You have or have had with the County of San Diego which involves the same or similar subject matter as is involved in this procurement.
2. The name, contract number, and short description of all Contracts that any of Your employees have or have had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.
3. The name, contract number, and short description of all Contracts that Your spouse has or has had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.

For purposes of this certification the following terms shall be defined as:

"Contracts" means any memoranda of understanding, memoranda of agreement, letter agreements, contracts, sub-contracts, consultant agreements or agreements in any form, whether written or oral.

"You" or "Your" means i) for individuals, the individual and any partnership, corporation, or limited liability partnership of which the individual is a member or shareholder, and ii) for other legal entities, the entity itself and any partnership, corporation, or limited liability partnership of which the legal entity is a member or shareholder.

I certify under penalty of perjury under the laws of the State of California that the information attached hereto and disclosed in accordance with this certification is true and correct.

**Company/Organization:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR  
WITH THE OFFER**

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**Franchise Tax Board Websites:**

<http://www.ftb.ca.gov>

[http://www.ftb.ca.gov/individuals/Withholding\\_Definitions.shtml](http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml)

[http://www.ftb.ca.gov/individuals/wsc/Processing\\_Changes\\_for\\_2010.shtml](http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml)

[http://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml)

[http://www.ftb.ca.gov/individuals/wsc/decision\\_chart.shtml](http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml)

**Submit forms to the Auditor & Controller via fax at (619) 531-5417 or mail originals to: County of San Diego, 1600 Pacific Hwy, Room 061, San Diego, CA 92101. The P.O. Number or Contract Number (if available) and "California Revenue and Taxation Code Section 18662" must appear on fax cover sheet and/or the outside of the mailing envelope."**

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**SECTION A – PRICING SCHEDULE**

THE PRICING SCHEDULE IS POSTED TO BUYNET AS A SEPARATE ATTACHMENT.

Bidders should be sure to complete, in its entirety, Pricing Schedule.

Award will be made by the County of San Diego's Department of Purchasing and Contracting to the lowest, responsive, responsible bidder based on the total price for the entire contract term January 1, 2012 through June 30, 2015. Unbalanced bidding will be cause for the entire bid to be rejected.

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**SECTION B – INSTRUCTIONS TO BIDDERS**

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**A. PRICING YOUR BID**

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

**B. SUBMITTING YOUR BID**

1. **RFB NO. 5074** shall normally be made available on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-537-2501).
2. Submit the completed PC 600, the completed Representations and Certifications, and the Pricing Schedule. Each bid must be in a separate sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **10089 Willow Creek Road, Suite 150, San Diego, CA 92131, no later than 11:00 AM on TUESDAY, July 26, 2011**. Bids will be publicly opened at that time.
3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
5. Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
6. If you do not bid, please return the cover sheet and state reason for not bidding.
7. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 5:00 PM on June 20, 2011**. Questions **MUST** be submitted in writing via e-mail to [tracy.hudson@sdcounty.ca.gov](mailto:tracy.hudson@sdcounty.ca.gov). No questions will be accepted via telephone. An addendum will be issued in response to questions, which will only be available by downloading from BuyNet.
8. Any vendor who wishes to withdraw its bid must do so **BEFORE** County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
9. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be met unless the language of the Request for Bid states that alternate specifications/bids will be considered.



**REQUEST FOR BIDS (RFB) NO. 5074**  
**COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS**  
**TRANSLATION SERVICES**

**SECTION B – INSTRUCTIONS TO BIDDERS**

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10. Written addenda to the RFB may be issued to provide clarifications or corrections. Addenda to this solicitation will be posted on the County of San Diego's BuyNet site <http://buynet.sdcountry.ca.gov>. It is the offeror's responsibility to check for addenda. The master copy of the solicitation posted to the Web site shall be considered the original. If a prospective Offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-537-2501 and a hard copy will be mailed to you or you may pick it up at our office.
11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

**C. EVALUATION AND AWARD**

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award will be made by the County Department of Purchasing and Contracting, as stated on the cover letter and **Pricing Schedule** to the **lowest responsive, responsible bidder based on the total price for the entire contract term January 1, 2012 through June 30, 2015**. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
6. The County will conduct a pre-award survey of the apparent low bidder. This survey will be used to determine the bidders' capacity to perform under this contract. Items that will be considered will include the contractor's licenses, insurability, staffing, facilities, equipment, supplies, current financial statements, references, and performance history.

**D. PROTEST PROCEDURES**

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an Offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.
2. **For purpose of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**
3. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.//

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**SECTION C – STANDARD TERMS AND CONDITIONS**

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This Agreement (“Agreement”) is made and entered into on the date shown on the signature (“Effective Date”) by and between the County of San Diego, a political subdivision of the State of California (“County”) and Contractor ***[enter full corporate title, describe company, located at (complete address)]*** (“Contractor”), with reference to the following facts:

**RECITALS**

- A. Pursuant to Administrative Code section 401, the County’s Director of Purchasing and Contracting is authorized to award this Contract for ***[insert purpose]***.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to [Section 703.10 of the County Charter](#)
- D. The Agreement shall consist of this pro forma Agreement, Exhibit A Statement of Work, Exhibit A-1 ***[include Contractor’s bid or proposal and BAFO as Exhibit A-1 where applicable]***, Exhibit B Insurance Requirements and Exhibit C, ***[Payment schedule or Contractor’s Budget]***. In the event that any provision of the Pro Forma Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Pro Forma; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5<sup>th</sup>), Exhibit A-1.

**NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:**

**ARTICLE 1  
PERFORMANCE OF WORK**

- 1.1 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 **Contractor’s Representative.** The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1, below, “Termination for Default”, if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 **Contractor’s Agents and Employees or Subcontractors.** Contractor shall obtain, at Contractor’s expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor’s Representative, or under Contractor’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s agents, employees or subcontractors; to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract which is in excess of five thousand dollars (\$5,000) or a combination of subcontracts to the same individual or firm for the Agreement period must have prior concurrence of the Contracting Officer Technical

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TRANSLATION SERVICES**

**SECTION C – STANDARD TERMS AND CONDITIONS**

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Representative. Contractor shall provide Contracting Officer Technical Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Technical Representative.

**ARTICLE 2  
SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.

- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property, which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Technical Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition.

**ARTICLE 3  
DISENTANGLEMENT**

- 3.1 General Obligations

Contractor shall accomplish a complete transition of the Services being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Services or any other services provided by third parties (the "Disentanglement"). Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing all requested information, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information regarding the Services or as otherwise needed for Disentanglement, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work, as County may direct, including completion or partial

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completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All services related to Disentanglement shall be performed by Contractor at no additional cost to County beyond what County would pay for the services absent the performance of the Disentanglement services. Contractor's obligation to provide the Services shall not cease until the Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed.

**3.2 Disentanglement Process**

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Paragraph 7.2; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Paragraph 7.1. Subject to Exhibit A Contractor's obligation to perform Services, and County's obligation to pay for Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Paragraphs 7.1 and 7.2; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Paragraphs 7.1 and 7.2 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"); provided, however, that Contractor shall remain obligated to provide Disentanglement services for up to twelve (12) months after any such Expiration Date, at rates that are the lower of the applicable rates set forth in Schedule Exhibit C for the applicable Services. Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of Services in process provided, however, that Contractor's obligation under this Agreement to provide all Services necessary for Disentanglement shall not be lessened in any respect. Contractor shall be required to perform its Disentanglement obligations on an expedited basis, as determined by County, if County terminates the Term pursuant to the Agreement, Paragraphs 7.1 and 7.2.

**3.3 Specific Obligations**

The Disentanglement shall include the performance of the following specific obligations:

**3.3.1 No Interruption or Adverse Impact**

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Services, no adverse impact on the provision of Services or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

**3.3.2 Third-Party Authorizations**

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Services, pending their assignment to County.

**3.3.3 Return, Transfer and Removal of Assets**

3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Services to County, other than those assets expressly identified by the Parties from time to time as Shared Resources, such Contractor assets as County may select. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

**3.3.4 Transfer of Leases, Licenses, and Contracts**

Contractor, at its expense, shall convey or assign to County or its designee such leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any Losses resulting from any claim that Contractor did not perform any such obligations.

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**3.3.5 Delivery of Documentation**

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including the County Data, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

**ARTICLE 4**  
**COMPENSATION**

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

**4.1 Fiscal for Fixed Pricing.**

- 4.1.1 **General Principles.** Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all federal, State and other funding source requirements. ***[include all state or other funding source requirements]***. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.
- 4.1.2 **Invoices.** Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Technical Representative ("COTR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COTR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.9 of this Agreement
- 4.1.3 **Payments.** County agrees to pay Contractor in arrears only after receipt and approval by COTR of properly submitted, detailed and itemized original invoice referencing the Agreement number ***[and a detailed listing of each pay point target, accomplishment, unit price and/or percentages, and showing the appropriate calculation for each, a progress report documenting the status and accomplishments of Contractor during the billing period pursuant to Exhibit C]***. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

**4.2 Full Compensation.** Pending any adjustments by the COTR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement.

**4.3 Prompt Payment for Vendors and Subcontractors**

- 4.3.1 **Prompt payment for vendors and subcontractors.**
  - 4.3.1.1 Unless otherwise set forth in this Paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
  - 4.3.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.3.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.
- 4.3.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

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- 4.3.2.1 Furnish to the vendor or subcontractor and the COTR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
- 4.3.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.3.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;
- 4.3.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.3.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COTR with the notice set forth in Paragraph 4.3.2.13 of this Agreement and shall follow Paragraph 4.3.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.3.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COTR and request instructions for disposition of the overpayment.
- 4.4 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.4.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.4.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
- 4.4.3 Default. Contractor was in default under any terms and conditions of this Agreement.
- 4.5 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COTR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.
- 4.6 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.
- County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.
- In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.
- 4.7 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may

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offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.

- 4.8 Maximum Price. During the performance period of this Agreement, the maximum price for the items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

**ARTICLE 5  
AGREEMENT ADMINISTRATION**

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Technical Representative ("COTR")
- 5.1.1 County's COTR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COTR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COTR and Contractor. All inquiries about such AA will be referred directly to the COTR.
- 5.2 Agreement Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COTR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**ARTICLE 6  
CHANGES**

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc.) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by an such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within 30 days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

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**ARTICLE 7  
TERMINATION**

- 7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor 10 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.3 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.3.1 The unit or pro rata price for any delivered and accepted portion of the work.
  - 7.3.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
  - 7.3.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
  - 7.3.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
    - 7.3.4.1 Improperly submitted claims, or
    - 7.3.4.2 Any failure to perform the work in accordance with the Statement of Work, or
    - 7.3.4.3 Any breach of any term or condition of the Agreement, or
    - 7.3.4.4 Any actions under any warranty, express or implied, or
    - 7.3.4.5 Any claim of professional negligence, or
    - 7.3.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.4 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**ARTICLE 8  
COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.



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- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of [Title VII of the Civil Rights Act of 1964](#) in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in [Article IIIk \(commencing at Section 84\)](#) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COTR or from the County of San Diego Internet web-site ([www.co.san-diego.ca.us](http://www.co.san-diego.ca.us)).
- 8.5 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use [Policy C-25](#). This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.5.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.5.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.5.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.5.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.6 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: *[Note: Add Other Policies That May Apply for Certain Types of Services]* Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements.
- 8.7 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under [Section 4 of the Clayton Act \(15 U.S.C. Sec. 15\)](#) or under the [Cartwright act \(Chapter 1\) \(commencing with Section 16700\) of Part 2 of Division 7 of the Business and Professions Code](#), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.8 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not

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store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

- 8.9 Debarment and Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:
- 8.9.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
  - 8.9.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 8.9.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - 8.9.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

**ARTICLE 9  
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement.
- 9.2 Conduct of Contractor; Privileged Information.
- 9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
  - 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
  - 9.2.3 Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

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- 9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.
- 9.3 **Prohibited Agreements.** As required by [Section 67 of the San Diego County Administrative Code](#), Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body.
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

**ARTICLE 10  
INDEMNITY AND INSURANCE**

- 10.1 **Indemnity.** County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 **Insurance.** Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

**ARTICLE 11  
AUDIT AND INSPECTION OF RECORDS**

The County shall have the audit and inspection rights described in this section.

- 11.1 **Audit And Inspection.** Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. . If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accounting Office.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and

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(2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.3 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:
- 11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.3.2 Record which relate to appeals under the “Disputes” clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.4 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County’s prime Agreement.

**ARTICLE 12  
INSPECTION OF SERVICE**

- 12.1 Subject to Inspection All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor’s performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor’s performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor’s cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13  
USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

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- 13.2 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.
- 13.3 Confidentiality. County and Contractor agree to maintain confidentiality and take industry appropriate and legally required measures to protect the confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement and then only to persons having responsibilities under the Agreement, including those furnishing services to Project under subcontract. County and Contractor agree that all information and records obtained in the course of providing services to project clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. However, at County's request, Contractor shall permit County access to all records and information regarding the project and confidentiality shall not be a bar to County's access to all records and information. Contractor shall take industry appropriate and legally required measures to safeguard information regarding applicants, project participants or their immediate families including, but not limited to, the transfer of this information electronically or in hard copy format, verbal transfer of information, and staff training and monitoring regarding safeguards. Contractor shall evaluate their internal processes and practices for areas of potential vulnerability and take actions to put controls in place. Examples for management of confidential information can be found at [www.cosdcompliance.org](http://www.cosdcompliance.org).

**ARTICLE 14  
RESERVED**

**ARTICLE 15  
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law.

**ARTICLE 16  
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written prior concurrence of the COTR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits: All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances: Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

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- 16.6 Governing Law: This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings: The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification: Waiver Except as otherwise provided in Article 6, “Changes,” above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement: The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party’s authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be to the COTR and Contractor’s Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

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**SIGNATURE PAGE**

**AGREEMENT TERM.** This Agreement shall be effective this first day of January 2012 (“Effective Date”) and end on June 30, 2013 (“Initial Term”) period of one and one half (1 ½) years.

**OPTION TO EXTEND.** The County’s option to extend is for Two (2) increments of one (1) year each for a total of three and one half (3½) years beyond the expiration of the Initial Term, not to exceed June 30, 2105 pursuant to Exhibit C Payment Schedule. Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, it will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

**COMPENSATION:** Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed XXXXX (\$XXXX) for the initial term of this Agreement and XXXXX (\$XXXXX) for each of the XXX one year option periods, for a maximum Agreement amount of \_\_\_\_\_ (\$XXXX), in accordance with the method of payment stipulated in Article 4.

**COTR.** The County has designated the following individual as the Contracting Officer’s Technical Representative (“COTR”)

Robert A. Pennisi  
Division Chief, Voter Services  
5201 Ruffin Road, Suite I  
San Diego, CA 92123

Phone: 858-694-3410; Fax: 858-694-2955; E-mail: [robert.pennisi@sdcounty.ca.gov](mailto:robert.pennisi@sdcounty.ca.gov)

**CONTRACTOR’S REPRESENTATIVE.** The Contractor has designated the following individual as the Contractor’s Representative.

*Name and Title*  
*Address*  
*Address*  
*Phone, FAX and email*

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

*[CONTRACTOR NAME]*

By: \_\_\_\_\_  
WINSTON F. McCOLL, Director  
Department of Purchasing and Contracting

By: \_\_\_\_\_  
*Name and Title*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Senior Deputy County Counsel  
/  
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**EXHIBIT A – STATEMENT OF WORK**

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**1. BACKGROUND**

The County of San Diego Registrar of Voters (ROV) requires a translation service contractor to translate official ballot text, sample ballot pamphlet text and other election related materials into Filipino, Spanish and Vietnamese languages. This Contractor will also provide typesetting, GEMS interfacing and quality assurance services. The contract terms will start January 1, 2012 and will end June 30, 2015. This service will be required for all General, Primary, and various special elections -elections called approximately 125 days to 88 days before Election Day.

This Contractor will pay particular attention to the diverse population of the County using the latest possible Census Bureau data to guide its translation for all dialects within the Filipino, Spanish, and Vietnamese communities (See Attachment C). Contractor shall be required to maintain translation uniformity and continuity within documents and across all documents.

The projected total population of the County of San Diego is approximately 2.94 million (approx. 1.42 million registered voters) which includes the following Filipino, Spanish and Vietnamese constituencies:

	<b>Population<sup>1</sup></b>	<b>Percentage of Population</b>
Filipino	135,272	4.5%
Spanish	906,922	30.4%
Vietnamese	40,884	1.4%

The ROV may be required to add an additional language during the term of this contract.

A fully qualified Contractor will be able to perform and/or provide the specific requirements as listed.

**2. ATTACHMENTS**

- ATTACHMENT A: Glossary of Election Terms – Sample Word Set
- ATTACHMENT B: Other Election Related Materials
- ATTACHMENT C: San Diego County Demographic Data
- ATTACHMENT D: Translation Invoice Breakdown – Sample Report
- ATTACHMENT E: Translation & Proofing Schedule.

**3. LOTS**

The Contractor shall provide translations for the following Lots:

- LOT I: Official Ballot Text**  
**LOT II: Sample Ballot Pamphlet**  
**LOT III: Other Election Related Material**

**4. TECHNICAL REQUIREMENTS**

- 4.1. The Contractor shall assure the County that it is able to interface with the County's voting system. GEMS is the County system used to define each election, enter official ballot text (ballot titles, instructions, candidate/contest names, designations, and proposition text), and format the ballots for optical scan ballot scanners and touch screen voting stations used at the poll places and for absentee and provisional voting.

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<sup>1</sup> Population figures are provided by the United States Census Bureau, American Fact Finder.



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- 4.2. Vietnamese translation text must have the capability of utilizing VNI fonts.
- 4.3. Contractor shall provide translations in electronic format, currently Adobe Suite and MS Office, compatible with the version used by the ROV. The current version used by the ROV is Adobe 7.0 Professional.
- 4.4. Contractor shall provide a PDF version of all translations. Other Election Related Material translations shall be accompanied by the MS Word document.
- 4.5. Contractor shall ensure that the translated page layout mirrors the English source document provided.
- 4.6. Contractor shall provide a FTP site to be used to upload and retrieve translated official ballot and sample ballot pamphlet text.
- 4.7. Contractor shall have ability to translate and produce html web pages, if requested.
- 4.8. Contractor shall ensure that multiple levels of electronic redundancy are in place to avoid delay in submitting translated documents to the ROV.

**5. STAFFING REQUIREMENTS**

- 5.1. Authorized Representatives
  - 5.1.1. The ROV shall designate, in writing, a Project Manager and employees who will be authorized representatives responsible for coordinating translation, approving proofs, and coordinating deliveries. Contractor shall act only on instruction from one of these designated persons. Contractor shall likewise designate, in writing, a single Project Manager and authorized representatives who will be responsible for coordinating translations under the contract. All references to the ROV in the contract shall include the ROV and the designated authorized representatives.
- 5.2. Qualification
  - 5.2.1. Contractor shall select translators that have lived in the United States for at least 5 years and possess the required translation certificates. Translators shall have a minimum of 3 years professional experience in translating government materials to perform the services required under this contract. Translator shall be familiar with the translation process used by ethnic media/groups within the County.
  - 5.2.2. Contractor shall provide translators that meet the requirements with California Election Code §14111, “a person selected by the elections official from the list of approved translators and interpreters of the superior court of the county or from an institution accredited by the Western Association of Schools and Colleges.”
  - 5.2.3. Prior to each election cycle, Contractor shall provide copies of the certification for any new translator staff to the ROV Project Manager for approval and as staff is replaced. Contractor shall provide the list of names dedicated to the ROV during the election cycle.
  - 5.2.4. Contractor shall replace any certified translator not approved by the ROV Project Manager within 48 hours of notification. Contractor shall send resume and certification documents of replacement staff to ROV Project Manager.

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- 5.2.5. Contractor shall assign a Project Manager having a minimum of two (2) years professional experience coordinating projects of similar size and scope. Contractor shall provide the ROV's Project Manager the employee's resume and approval. Contractor shall replace any Project Manager not approved by the ROV within 48 hours of notification and provide the ROV with the resume of the replacement for approval.

**6. CONTRACT ADMINISTRATION**

The Director of Purchasing and Contracting is the designated Contracting Officer and is the only County official authorized to make any changes to this agreement.

The County has designated the following individual as the Contracting Officer's Technical Representative (COTR):

Robert A. Pennisi  
Division Chief, Voter Services  
5201 Ruffin Road, Suite I  
San Diego, CA 92123  
Phone: 858-694-3410; Fax: 858-694-2955; E-mail: [robert.pennisi@sdcounty.ca.gov](mailto:robert.pennisi@sdcounty.ca.gov)

The COTR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Board of Supervisors and/or the Contracting Officer issuing a properly executed Change Order modification.

**7. QUALITY CONTROL & ASSURANCE**

- 7.1. Contractor shall initiate quality controls that ensure translations are accurate, timely and complete. Contractor shall meet with the ROV prior to each election to review election work plan and discuss project coordination. The discussion shall include such topics as the election schedule, cost analysis and estimates, production strategies, any anticipated changes in cost or timing in comparison to previous elections and any matters that may require special handling.
- 7.2. Contractor shall be available to meet in person or communicate via telephone, email or fax within a 2 hour timeframe and be accessible to the ROV 24 hours during designated times. Contractor shall be required to provide a pager and cell phone number for their Project Manager and any designated/authorized staff.
- 7.3. After each election, Contractor shall meet with ROV to review election work plan outcome at a time and place convenient to both the ROV and Contractor.
- 7.4. ROV shall provide Contractor an adopted election term glossary 90 days before the election. The Contractor shall ensure selected translators use the adopted glossary in translating documents (See Attachment A).
- 7.5. Contractor shall select translators whose translations are able to be understood by the multiple and varying dialects spoken in the Filipino, Spanish and Vietnamese languages and consider the demographics of the County (See Attachment C). A layered model of translation is required, where minimally two translators with varying translation backgrounds consistent with Section 5 will translate, read and proof each translation for context and multiple dialect comprehension. The intended outcome is for each translated document to be completed in a manner that it can be easily comprehended by the widest range of individuals within a given language.

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- 7.6. In order to ensure continuity and uniformity across all translated documents, Contractor shall provide training to new translators on an agreed upon protocol and procedure.
- 7.7. ROV's in-house language coordinators shall have direct access to translators to resolve dialect issues and translation questions. Translator, not Project Manager, shall make suggested corrections in order to ensure accurate and tight version control & management of translated proofs/documents (i.e. ROV edits shall be changed by Contractor on both .PDF and MS Word versions, if applicable).
- 7.8. ROV shall provide suggested translated word changes or corrections to translator. If the translator disagrees with the ROV's suggested word changes, the translator and ROV shall discuss and agree upon the wording. If no agreement is reached the translation editor's wording shall prevail. Contractor and ROV shall resolve any translation issues before causing a delay in the election schedule.
- 7.9. Contractor shall proof all work using language dictionary or approved glossary appropriate to minority language communities throughout San Diego County.
- 7.10. Contractor shall accompany each translated proof document with its English counterpart.

**8. BILLING & COSTS**

- 8.1. To assist the ROV in tracking and revenue claiming, Contractor will invoice separately for official ballot text, sample ballot pamphlet and other election related material. Invoices shall be itemized by items in Pricing Schedule. The ROV will approve the final invoice for payment after Election Day. Invoices must be submitted no later than 30 days following delivery/ mailing or 10 days following the election, whichever is earlier. Note: Per the terms and conditions of the contract, payment is net 30 days from the date of invoice.
- 8.2. The vendor will be required to submit a report, see Attachment E, which shall breakdown the invoice by the cost per seat, per position, and per jurisdiction.
- 8.3. In order to avoid duplication of translation efforts, Contractor shall ensure that materials provided during an election cycle are not re-translated if the same translation exists in a previous document. Contractor shall charge only once for the same translation of a paragraph.

**9. LIQUIDATED DAMAGES**

It is agreed that time is of the essence in completing each portion of the contract.

If Contractor fails to deliver the translated election materials on or before the dates agreed upon, it is understood that the County will suffer damages. It being impractical and infeasible to determine the amount of actual damages, in light of the impossibility of predicting the effect of the particular delay on the public welfare, it is agreed that for each calendar day after the delivery dates specified in this section that the translated election materials have not been delivered, Contractor shall pay the County an amount equal to 2% of the amount of the contract for the specific election as fixed and agreed liquidated damages but not as a penalty.

Contractor does hereby authorize the County to deduct such liquidated damages from the amount due. Contractor further agrees that any such deduction shall not in any degree release it from further obligation and liabilities in regard to the fulfillment of the entire contract.

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Provided that Contractor has within one day of delay notified the ROV, Contractor shall not be charged with liquidated damages or any excess costs when the delay in delivery is due:

- To the acts or omissions of the County.
- To unforeseen causes beyond the control and without the fault of Contractor including but not restricted to a Court Order, acts of God, or acts of the public enemy.

No delays and extensions of time will be granted on account of work performed in a grossly negligent manner by a supplier.

**10. AUTHORIZED DELAY**

Under unusual circumstances, such as but not limited to a court injunction, it may become necessary for the ROV to request Contractor to delay or stop translating materials. Such request may be made by telephone by an authorized representative of the ROV and confirmed, in writing (email or FAX is acceptable), as soon as possible. In the event of an authorized delay, the County shall notify Contractor of a revised schedule.

**11. SPECIFICATIONS - LOT I - OFFICIAL BALLOT TEXT**

- 11.1. ROV will provide official ballot text to Contractor via GEMS export data file. Contractor shall supply translations to ROV using the GEMS language import/export data file within five (5) working days of receipt to complete each language translation (Filipino, Spanish, and Vietnamese). ROV will pre-approve all exceptions. See Attachment E: Translation and Proofing Schedule.
- 11.2. Schedule translation timeframes and volumes of ballot text will depend on type and complexity of election. For major countywide elections, ROV shall provide ballot text generally between 60 and 50 days before Election Day. For special elections, the process shall start between 40 and 30 days before Election Day.
- 11.3. For each ballot page the file will contain text, format (left, right, center), font requirements (Arial, VNI, Helvetica, etc), and point size (12 point, 8 point, etc).
- 11.4. Contractor shall, as is practicable, submit translated GEMS file in a manner consistent with the font format provided in the original English source document.

**12. LOT II - SAMPLE BALLOT PAMPHLET**

- 12.1. Contractor shall provide ROV approved translated documents to sample ballot pamphlet printed in a format that interfaces with Printer's ability to construct language sample ballot pamphlets. Contractor shall work closely with Printer to ensure that no additional costs are applied to the ROV as a result of improper interfacing requiring Printer to reformat translated pages to construct sample ballot pamphlets.
- 12.2. Contractor must provide to sample ballot printed a single copy of each unique Filler Page, Candidate Statement and Proposition Text Pages translated in Filipino, Spanish and Vietnamese. Contractor is not required to transmit to Printer assembled sample ballot pamphlets. Contractor shall not provide the assembly id with each unique translated language page.
- 12.3. Schedule translation timeframes and volumes of sample ballot pamphlet text will depend on complexity of election. ROV will provide timeframes and specifications for all translation. ROV shall provide sample

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TRANSLATION SERVICES**

**EXHIBIT A – STATEMENT OF WORK**

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ballot pamphlet text at least 70 calendar days before a statewide election and about 45 calendar days before a special election. See Attachment E: Translation and Proofing Schedule.

**13. OTHER ELECTION RELATED MATERIAL**

Contractor shall also translate other election related materials. These items include letters, forms, applications, post cards, media releases, documents, signs and instructions (see Attachment B). Contractor shall provide translations in a time and manner consistent with Section 11.2, completing translation in no more than 24 hours. The ROV shall approve deviations in advance.

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**EXHIBIT B – INSURANCE REQUIREMENTS**

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**ARTICLE 1**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain during the term of this Agreement and for such other period as may be required, insurance specified in this Agreement.

**1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Errors and Omissions Liability required if Contractor provides or engages any type of professional services, including but not limited to engineers, architects, software designers, auditors.

**2. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Contractor's work pursuant to the Agreement.

**3. Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**4. Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

**A. Additional Insured Endorsement**

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

**B. Primary Insurance Endorsement**

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**C. Notice of Cancellation**

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Agreement entitled "Notices."

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TRANSLATION SERVICES**

**EXHIBIT B – INSURANCE REQUIREMENTS**

---

**GENERAL PROVISIONS**

**5. Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

**6. Evidence of Insurance**

Prior to commencement of this Agreement, but in no event later than the effective date of the Agreement, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Copies of the renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy.

**7. Failure to Obtain or Maintain Insurance; County's Remedies**

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Agreement, and County may, at its option, terminate the Agreement for any such default by Contractor.

**8. No Limitation of Obligations**

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

**9. Review of Coverage**

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

**10. Self-Insurance**

Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if, in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Agreement.

**11. Claims Made Coverage**

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement or work under the Agreement (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

**12. Subcontractors' Insurance**

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Agreement. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

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**EXHIBIT B – INSURANCE REQUIREMENTS**

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**13. Waiver of Subrogation**

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled “Indemnity” of the Agreement), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

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**EXHIBIT C – PRICING SCHEDULE**

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**(PRICING SCHEDULE FROM SECTION A WILL BE INSERTED HERE AT TIME OF AWARD)**

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**ATTACHMENT A – GLOSSARY OF ELECTION TERMS**

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<b>ELECTION TERMS</b>
<b>Aa</b>
a No vote
a vote against
a vote in favor
a Yes vote
accessible to voters with disabilities
accessible
address (residence)
adoption date
advisory measure
advisory vote
affidavit of registration
amendment
American
American Independent Party
Americans With Disabilities Act
analysis by the legislative analyst
appointive office
appropriations
argument against
argument against measure
argument in favor
argument in favor of measure
assembly bill
assembly member
assemblyman/assembly woman
assessed valuation
assessor
assistant county clerk
assistant registrar of voters
assistant secretary
assistant superintendent
associate justice court of appeals
attorney general
audio ballot
audit (noun)
auditor-controller

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**ATTACHMENT A – GLOSSARY OF ELECTION TERMS**

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## **Ba**

background and qualifications

ballot

ballot box

ballot card

ballot measure

ballot stub

ballot title & summary

bar association

bilingual

bill (legislation)

bill of rights

Board of Administration

Board of Directors

Board of Equalization

Board of Supervisors

Board of Trustees

Bond Act

bond indebtedness

bond measure

bond proceeds

bond project list

## **Ca**

California Code of Regulations

California Constitution

California Elections Code

California Fair Political Practices Commission

candidate

candidate statement

canvass

cast (vote)

chief justice of the supreme court

citizen

Citizens' Oversight Committee

Citizens' Advisory Committee

city

city attorney's impartial analysis of measure

city clerk

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**ATTACHMENT A – GLOSSARY OF ELECTION TERMS**

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city council
city measure
close of registration
Code of Fair Campaign Practices
Community College District
community outreach program
congressional district
congressman/woman
constituency (people)
constituency (place)
contest (election contest)
controller
county
county clerk
county counsel's impartial analysis of measure
county measure
curbside voting
<b>Da</b>
decline to state
Democratic Party
Department of Justice
deputy (2nd in command)
deputy (representative/delegate)
developer /development
district
district attorney
duplicate vote
<b>Ea</b>
early voting by touchscreen
effective date
elderly voter
elected officials
election
election day
election inspector
election official
election results
election volunteer

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**ATTACHMENT A – GLOSSARY OF ELECTION TERMS**

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Elections Code Section
Elections Division
elective office
elector
eligible voters
enact
endorsement
exit polls
<b>Fa</b>
Fair Political Practices Commission
federal law
felony
fire district
fiscal year
Franchise Tax Board
full text of measure
<b>Ga</b>
general consolidated election
general election
General Obligation (GO.) Bond
governing board
government code
governor (state)
grant proposal
Green Party
gubernatorial general election
gubernatorial primary election
<b>Ha</b>
Help America Vote Act (HAVA)
high school district
<b>Ia</b>
id card
impartial analysis of measure
inactive
incumbent
Independent Citizens' Oversight Committee

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**ATTACHMENT A – GLOSSARY OF ELECTION TERMS**

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initiative
initiative measure
injunction
instant runoff
instructions to voters
Internal Revenue Code
<b>La</b>
LAFCO (local agency formation commission)
law enforcement (government)
law enforcement (people)
Legislative Constitutional Amendment
legislative measure
Libertarian Party
lieutenant (marshal, police)
lieutenant governor
lieutenant sheriff's department
local measure
<b>Ma</b>
Mail ballot
Mail ballot application
mail voter
mail(ed) ballot precinct
mailing address
marking devices
marshal
matching funds
maturity date (e.g., bond)
mayor pro tem
misdemeanor
multilingual services
<b>Na</b>
Natural Law Party
no
No argument against this measure was submitted.
No rebuttal to the argument against this measure was submitted.
Non-partisan

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**ATTACHMENT A – GLOSSARY OF ELECTION TERMS**

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## **Oa**

office holder
Office of the Registrar Of Voters
official ballot
official ballot for voting by mail
official sample ballot and voter information pamphlet
operative date
opinion polls
optical scan voting system
overmarked vote
over-voted ballot

## **Pa**

P.T.A. (Parent-Teacher Association)
paper ballot
paper trail
parole
parole officer
partisan (person)
partisan (politics)
party affiliation
Peace and Freedom Party
peace officer
permanent absentee voter
petition
please print
political party
poll worker
polling place
precinct
presiding judge/justice
primary election
primary nominating elections
pro tempore
probation
probation officer
proposition
provisional ballot
provisional ballot envelope

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**ATTACHMENT A – GLOSSARY OF ELECTION TERMS**

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provisional voting
punch card
push poll
<b>Ra</b>
rank choice voting
rebuttal to argument against
rebuttal to argument in favor of
rebuttal to the argument against measure
recall election
recorder
referendum
referendum measure
register to vote
registered voters
registrar of voters (office)
registrar of voters (title)
registration
registration by mail form
registration form
Republican Party
re-register
roster
rules for submitting arguments for and against ballot measures
runoff election
<b>Sa</b>
sales tax
sample ballot
sample ballot booklet
school board trustee
school district
school measure
secrecy sleeve
secretary of state
secured tax roll
severability
sheriff
sheriff's sergeant
signature



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**ATTACHMENT A – GLOSSARY OF ELECTION TERMS**

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special election
spoiled ballot
state initiative
state measure
statement in compliance
Statewide Special Election
steering committee
stipend
stylus (for marking votes)
sunset (verb)
supervised release
supplemental ballot pamphlet
<b>Ta</b>
tax collector
tax rate statement
tax roll
taxpayer
TDD: (device for people with hearing impairments)
term of office
touch screen
town
treasurer
trustee
<b>Ua</b>
unified school district
urban limit line
<b>Va</b>
vote
vote both sides of ballot
vote by mail ballot application
vote for no more than
vote for one
vote for up to
voter
voter bill of rights
voter file
voter information guide (state)

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TRANSLATION SERVICES**

**ATTACHMENT A – GLOSSARY OF ELECTION TERMS**

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voter information pamphlet
voter instructions
voter notification card
voter registration form
voter rolls (at the polls)
voters with disabilities
voters with hearing impairments
voters with visual impairments
voting accessibility for the elderly and handicapped act
voting booth
voting device
Voting Rights Act
<b>Wa</b>
water district
waterfront (coastal)
wheelchair accessible
write-in ballot
write-in candidate
<b>Ya</b>
yes
<b>Za</b>
zip code
zone
zoning

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**ATTACHMENT B– SAMPLE OTHER ELECTION-RELATED MATERIALS**

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- Media Release
- Absentee Ballot Mail Deadline
- Deadline To Register To Vote
- Early Voting
- Weekend Voting
- Poll Worker Still Needed
- Frequently Asked Questions
- Legal Notices
- Touch Screen
- Election Manual
- Precinct written materials
- DOJ Panel
  - Voting Instructions
  - Ballot Facsimile
  - Voter Bill of Rights
- Permanent Mail Voter Application
- Decline to State Informational Flyer
- Voter Guide
- 8D2 Card

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**REQUEST FOR BIDS (RFB) NO. 5074  
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**ATTACHMENT C– SAN DIEGO COUNTY DEMOGRAPHIC DATA 2005-2009**

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**REQUEST FOR BIDS (RFB) NO. 5074  
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**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
<b>Federal Candidate Statement</b>			Quantity	Quantity	Quantity	Quantity	\$ Amount	\$ Amount	\$ Amount	
<b>CONGRESS</b>										
<b>49th Congress</b>										
Unique Pages (Typesetting)	\$0 per page		0	0	0		\$ -	\$ -	\$ -	\$ -
Word Count (Translation/Editing)	\$0 per word									\$ -
Total										
<b>50th Congress</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>51st Congress</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>52nd Congress</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>53rd Congress</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>US Senate</b>										

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**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
State (we did not provide translations for Governor, Sec. State, etc) Candidate Statement										
STATE SENATE										
36										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
38										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
40										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
STATE ASSEMBLY										
66										

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**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>73</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>74</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>75</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>76</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>77</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -

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	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Total										
<b>78</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>79</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>State Judicial</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Total Word Count</b>										
<b>Total Page Count</b>										
<b>San Diego County Candidate Statement</b>										
<b>Judicial Offices</b>										
<b>SUPERIOR COURT 20</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Board of Supervisors - Candidate Statement</b>										
<b>4</b>										



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**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>5</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>County Offices</b>										
<b>Assessor/Recorder/Clk</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>San Diego County Proposition A</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Total Word Count</b>										
<b>Total Page Count</b>										
<b>Community Planning Area (CPA) Candidate Statement</b>										
<b>Boulevard CPA</b>										
Unique Pages (Typesetting)										\$ -

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	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Word Count (Translation/Editing)										\$ -
Total										
<b>Campo Lk Morena CPA</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Fallbrook CPA</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Lakeside CPA</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Ramona CPA</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Valley Center CPA</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Total Word Count</b>										

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**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
<b>Total Page Count</b>										
<b>COMM. SERVICE DISTRICTS (CSD)</b> <b>Candidate Statement</b>										
<b>Rancho Santa Fe CSD</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Valley Center Park &amp; Rec CSD</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Total Word Count</b>										
<b>Total Page Count</b>										
<b>Community Colleges</b> <b>Candidate Statement</b>										
<b>Grossmont/Cuyam Comm College</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>MiraCosta Comm College</b>										
Unique Pages (Typesetting)										\$ -

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**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Word Count (Translation/Editing)										\$ -
Total										
<b>Palomar Comm College</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Southwestern Comm College</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Total Word Count</b>										
<b>Total Page Count</b>										
<b>Unified Schools</b>										
<b>Carlsbad Unified School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Coronado Unified School</b>										
Unique Pages (Typesetting)										\$ -

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
<b>Mt Empire Unified School - Trustee Area#3</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
<b>Oceanside Unified School</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
<b>Poway Unified School</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
<b>Ramona Unified School</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
<b>San Diego Unified School</b>										

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
<b>San Diego Unified School - CS</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
<b>San Diego Unified School - PR J</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
Total Word Count										
Total Page Count										
<b>San Marcos Unified School</b>										
<b>San Marcos Unified School - CS</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
<b>San Marcos Unified School - PR K</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
Total Word Count										
Total Page Count										

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
<b>Warner Unified School</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
Total Word Count										
Total Page Count										
<b>High Schools</b>										
<b>Grossmont Union High School</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
<b>Julian Union High School</b>										
<b>Julian Union High School - CS</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
<b>Julian Union High School - PR L</b>										
Unique Pages <small>(Typesetting)</small>										\$ -
Word Count <small>(Translation/Editing)</small>										\$ -
Total										
Total Word Count										

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Total Page Count										
<b>San Dieguito Union High School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Sweetwater Union High School - Seat #'s 1 , 3 &amp; 5</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>Union/Elementary</b>										
<b>Alpine Union School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Bonsall Union School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>CajonValley Union School</b>										



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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Cardiff Elementary School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Chula Vista Elementary School - Seat #'s 1, 3 &amp; 5</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Dehesa Elementary School - Prop M</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Del Mar Union Elementary School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Encinitas Union Elementary School</b>										

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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Encinitas Union School - Prop P</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Escondido Union Elementary School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Fallbrook Union Elementary School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Jamul-Dulzura Elementary School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>La Mesa-Spring Valley Elementary School</b>										

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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Lakeside Union Elementary School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Lemon Grove Elementary School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>National Elementary School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>San Pasqual Union Elementary School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>San Ysidro Elementary School</b>										

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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Santee Elementary School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>South Bay Union Elementary School</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>South Bay Union School - Prop O</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Total Word Count</b>										
<b>Total Page Count</b>										
<b>Hospital Districts</b>										
<b>Fallbrook Healthcare</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -

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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Total										
<b>Grossmont Healthcare</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Palomar Pomerado Healthcare</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Tri-City Healthcare</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Total Word Count</b>										
<b>Total Page Count</b>										
<b>Fire Protection Districts</b>										
<b>Alpine FPD</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Bonita Sunnyside FPD</b>										

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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Deer Springs FPD</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Lakeside FPD</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Rancho Santa Fe FPD</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>San Diego Rural FPD (Full)</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>San Miguel Consolid. FPD</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -

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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Total										
Total Word Count										
Total Page Count										
<b>Public Utility Districts</b>										
<b>Fallbrook Public Utility (sewer)-Seat#4</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>Water/Irrigation Districts</b>										
<b>Borrego Water-CA Wtr/Sewer Dist</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Canbrake Co Water</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Helix Water Irrigation - div 2</b>										
Unique Pages (Typesetting)										\$ -

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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Word Count (Translation/Editing)										\$ -
Total										
<b>Lakeside Water Irrigation - div 2</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Leucadia Wstwtr (sewer only)</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Otay Water Dist - Div#1</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Padre Dam Muni Water Dist</b>										
<b>1</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>3</b>										
Unique Pages (Typesetting)										\$ -



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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Word Count (Translation/Editing)										\$ -
Total										
<b>5</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>Ramona Muni Water Dist</b>										
<b>2</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>4</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>Rincon Del Diablo Muni Water</b>										
<b>3</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										

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**COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS**  
**TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
<b>4</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>Santa Fe Irrigation - Div#5</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>South Bay Irrigation</b>										
<b>1</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>4</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>Vallecitos Water - Div#2</b>										
Unique Pages (Typesetting)										\$ -

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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Word Count (Translation/Editing)										\$ -
Total										
<b>Valley Center Muni Water- Div# 3</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Vista Irrigation - Div#1</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Total Word Count</b>										
<b>Total Page Count</b>										
<b>City of Carlsbad - Candidate Statement</b>										
<b>Mayor</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Council</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>City Clerk</b>										
Unique Pages (Typesetting)										\$ -

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Word Count (Translation/Editing)										\$ -
Total										
<b>Treasurer</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>City of Carlsbad - Proposition G</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>City of Chula Vista - Proposition H</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>City of Chula Vista - Candidate Statement</b>										
<b>Council #2</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
<b>City of Coronado - Candidate Statement</b>										
<b>Council</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>City of Del Mar - Candidate Statement</b>										
<b>Council 1</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>City of El Cajon - Candidate Statement</b>										
<b>Mayor</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Council</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>City of Encinitas - Candidate Statement</b>										
<b>Council</b>										

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>City of Escondido - Candidate Statement</b>										
<b>Mayor</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Council</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>City of Imperial Beach- Candidate Statement</b>										
<b>Mayor</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Council (Full Tem)</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -

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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Total										
<b>Council (Short Term)</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>City of La Mesa - Candidate Statement</b>										
<b>Mayor</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Council</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Treasurer</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>City of Lemon Grove - Candidate Statement</b>										
<b>Council</b>										

**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
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**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>City of National City - Candidate Statement</b>										
<b>Mayor</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Council</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>City of Oceanside - Candidate Statement</b>										
<b>Council 1</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>City of Poway - Candidate Statement</b>										
<b>Mayor</b>										
Unique Pages (Typesetting)										\$ -



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**COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS**  
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**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Word Count (Translation/Editing)										\$ -
Total										
<b>Council</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>City of San Diego - Candidate Statement</b>										
<b>Council 6</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Council 8</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>City of San Diego - Proposition B, C, D</b>										
<b>Prop B</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Prop C</b>										
Unique Pages (Typesetting)										\$ -

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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
Word Count (Translation/Editing)										\$ -
Total										
<b>Prop D</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>City of San Marcos - Candidate Statement</b>										
<b>Mayor</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Council</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
<b>City of Santee - Candidate Statement</b>										
<b>Council 1</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										

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COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT D – SAMPLE TRANSLATION INVOICE BREAKDOWN**

	Rate		Spanish	Vietnamese	Filipino	Total	Spanish	Vietnamese	Filipino	Total
<b>City of Vista - Candidate Statement</b>										
<b>Mayor</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Council</b>										
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
Total Word Count										
Total Page Count										
Total Word Count										
Total Page Count										
<b>OTHER (FP, Covers, notices, GEMS, etc)</b>										
GEMS records (Record Processing)										\$ -
Unique Pages (Typesetting)										\$ -
Word Count (Translation/Editing)										\$ -
Total										
<b>Grand Total</b>										
										\$ -

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**REQUEST FOR BIDS (RFB) NO. 5074  
COUNTY OF SAN DIEGO, REGISTRAR OF VOTERS  
TRANSLATION SERVICES**

**ATTACHMENT E – TRANSLATION & PROOFING SCHEDULE**

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E-DATE	ACTIVITY
<b>E- 125</b>	Legal notice to declare candidacy
<b>E-90 to E-85</b>	County submits to Vendor final English sample ballot cover(s) and filler pages
<b>E-85</b>	Argument/Rebuttal deadline notice
<b>E-85 to E-80</b>	Vendor provides County final non-English sample ballot cover(s) and filler pages
<b>E-71</b>	County begins submitting to Vendor final English sample ballot contents (i.e. candidate statements, proposition text, miscellaneous)
<b>E-70 to E-42</b>	County and Vendor begin translation and proofing cycle
<b>E-58</b>	County submits to Vendor English GEMS file for translation
<b>E-53</b>	County receives non-English GEMS file from Vendor
<b>E-41</b>	County and Vendor translation and proofing cycle is completed
<b>E-40</b>	Vendor provides County's sample ballot printing vendor all non-English master files
<b>E-40</b>	Notice of Election

Note: Other documents may require translation; these include, but are not limited to, Web site content, correspondence, forms etc.

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